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**FIRST AMENDED & RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND
RESERVATION OF EASEMENTS
FOR
SUGAR RIDGE**

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**FIRST AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
SUGAR RIDGE**

THIS FIRST AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUGAR RIDGE ("Declaration") is made this 1st day of June, 2013, by LIFESTYLE COMMUNITIES BY MILLER-VALENTINE AT SUGAR RIDGE LLC, an Ohio limited liability company (the "Declarant"), whose address is 9349 Waterstone Boulevard, Cincinnati, OH 45249, and the individual lot owners executing this Declaration (collectively as to the individual lot owners, the "Owner Parties"). This Declaration replaces and supercedes in its entirety the "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SUGAR RIDGE" previously made by Declarant on the 11th day of December, 2007, and recorded in the records of Greene County on January 4, 2008, in Volume 2772, Pages 497 to 545 ("Original Declaration").

WHEREAS, Declarant is the fee owner of certain land located in Sugarcreek Township, Greene County, Ohio and more particularly described in Exhibit A attached hereto and made a part hereof and has rights to amend the Original Declaration as to "Declarant Owned Lots", "Sold Lots" and "Common Space Lots" also more particularly described in Exhibit A ("Property"). Declarant may, in the future, acquire or subject Additional Property (as hereinafter defined) to this Declaration, as provided herein, at which time said Additional Property shall also become part of the Property as defined herein.

WHEREAS, the Owner Parties, being the fee owners of those Lots described in Exhibit A-1 attached hereto and made a part hereof, have approved this Declaration.

WHEREAS, this Declaration is adopted pursuant to Section 16.2 of the Original Declaration, which requires the approval of at least sixty seven percent (67%) of the Owners.

WHEREAS, Declarant and Owner Parties desire that the Property be held, sold, used and conveyed subject to the covenants, conditions and restrictions contained in this Declaration.

WHEREAS, Declarant has formed Sugar Ridge Homeowners' Association, Inc., an Ohio nonprofit corporation (the "Association"), which is responsible for the maintenance, management and control of the Common Areas (as hereinafter defined), and certain other elements, as more particularly described herein, on the Property.

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Declarant and Owner Parties hereby declare that the Property shall be held, sold, used and conveyed subject to this Declaration and the

covenants, restrictions and liens provided herein, which shall run with the land and be binding upon all the Lot Owners their successors and assigns.

ARTICLE I DEFINITIONS

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Article I.

1.1. Additional Property. "Additional Property" means other real property in the vicinity of the Property which is owned and/or acquired by Declarant which may be annexed to the Property in accordance with Article X below.

1.2. Annual Meeting. "Annual Meeting" means the annual meeting of the Members of the Association held within the fourth quarter of each calendar year, upon proper notice, at a date, time and at a place from time to time designated by the Board. The first Annual Meeting of the Members shall be held within one (1) year from the date of incorporation on such date as the initial Board shall determine.

1.3. Annual Organizational Board Meeting. "Annual Organizational Board Meeting" means the annual organizational board meeting of the Board which shall take place within ten (10) days after each Annual Meeting of the Members.

1.4. Architectural Review Board or ARB. "Architectural Review Board" and/or "ARB" means a board established to review architectural plans, specifications and landscape plans for approval under the terms of the Design and Use Standards established by the Board.

1.5. Architectural Review Board Members. "Architectural Review Board Members" means those people appointed by the Board to serve on the Architectural Review Board.

1.6. Articles and Articles of Incorporation. "Articles" and "Articles of Incorporation" mean those articles, filed with the Secretary of State of Ohio, incorporating Sugar Ridge Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.7. Additional Service Assessment. "Additional Services Assessment" means the charge(s) established by Section 4.3 of this Declaration.

1.8. Assessments. "Assessments" means Base Assessment, Additional Service Assessment, Special Assessment, Individual Assessment and Working Capital Assessment.

1.9. Association. "Association" means Sugar Ridge Homeowners' Association, Inc., an Ohio nonprofit corporation, which owns, operates and maintains the Common Areas, and any

successor organization which owns, operates and maintains the Common Areas. Except as the context otherwise requires, "Association" shall mean the Board of Trustees acting on behalf of the Association.

1.10 Base Assessment. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

1.11 Board or Trustee(s). "Board" or "Trustee(s)" means the Board of Trustees of the Association established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.12 Builder. "Builder" means the Exclusive Builder and any other Person who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

1.13 Class A Members or Class A Membership. "Class A Members" or "Class A Membership" means those members of the Association consisting of all Owners except, during the Control Period, Declarant.

1.14 Class B Members or Class B Membership. "Class B Members" or "Class B Membership" means, during the Control Period, Declarant, as member of the Association.

1.15 Code of Regulations. "Code of Regulations" of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code.

1.16 Common Areas. "Common Areas" shall mean as defined in Section 9.1 of this Declaration.

1.17 Common Area Lakes. "Common Area Lakes" shall mean any and all lakes and other water facilities, if any, located on the Common Areas.

1.18 Common Area Lake Restrictions. "Common Area Lake Restrictions" shall mean all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in Section 7.4 of this Declaration.

1.19 Common Expenses. "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, and as more particularly defined in Section 4.2 of this Declaration.

1.20 Common Expense Liability. "Common Expense Liability" means the liability for Common Expenses allocated to each Lot or Dwelling Unit pursuant to Section 4.9, of this Declaration.

1.21 Common Open Spaces. "Common Open Spaces" shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.22 Community Center. "Community Center" shall mean any Recreational Facilities which are for the use of all Owners in the Subdivision, subject to terms of this Declaration and any Rules and Regulations.

1.23 Constituent Documents. "Constituent Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the Rules and Regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, Design & Use Standards, Maintenance Standards and any other basic documents used to create and govern the Property.

1.24 Conservation Easement. "Conservation Easement" shall mean and refer to that certain easement as created under Section 9.10 below.

1.25 Control Period. "Control Period" means the period commencing on December 11, 2007, the date on which the Original Declaration was recorded in the Greene County, Ohio Recorder's Office, and terminating on the earlier to occur of (i) within thirty (30) days following the date when seventy-five percent (75%) of the Dwelling Units which may be built on the Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.26 Declarant. "Declarant" means Lifestyle Communities by Miller-Valentine at Sugar Ridge LLC, an Ohio limited liability company, its successors and assigns.

1.27 Declaration. "Declaration" means this First Amended & Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sugar Ridge, as the same may from time to time be amended in the manner prescribed herein.

1.28 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Constituent Documents.

1.29 Design and Use Standards. "Design and Use Standards" means the design and use standards to be adopted by the Board pursuant to Section 6.14 of this Declaration as the same may from time to time be amended.

1.30 Development Period. "Development Period" means the period commencing on December 11, 2007, the date on which the Original Declaration was recorded in the Greene County, Ohio Recorder's Office, and terminating on the earlier to occur of (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property and the current residence located on the Additional Property have been deeded by Declarant, Exclusive Builder or Builder to a third party; or (ii) thirty (30) years from the date of recording of the Declaration.

1.31 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

1.32 Emergency Access Easement. "Emergency Access Easement" as defined in Section 9.11 of this Declaration.

1.33 Exclusive Builder. "Exclusive Builder" means Lifestyle Communities by Miller-Valentine at Sugar Ridge LLC, an Ohio limited liability company, its successors and assigns.

1.34 Individual Assessment. "Individual Assessment" as defined in Section 4.4 of this Declaration.

1.35 Landscape Easements. "Landscape Easements" shall mean and refer to any easements shown on the Record Plat for the installation and maintenance of landscaping.

1.36 Lot(s). "Lot(s)" means each of the parcels of land shown as such upon the Record Plats of the Property.

1.37 Maintenance Standards. "Maintenance Standards" mean those standards adopted by Declarant and/or the Board pursuant to Article VIII of the Declaration as the same may from time to time be amended.

1.38 Members. "Members" means all Class A Members and the Class B Members.

1.39 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, Tenants and lessees.

1.40 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.41 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.42 Private Drainage Easements. "Private Drainage Easements" shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any agency of Sugarcreek Township, Ohio or Greene County, Ohio having jurisdiction over drainage control.

1.43 Private Utility Easements. "Private Utility Easements" shall mean and refer to any easements shown on the Record Plat to provide for the placement of underground utilities of

water, electric, gas, telephone, cable and any other valid or permissible underground utility. These areas are for the benefit of all Lot Owners and any agency of Sugarcreek Township, Ohio, City of Bellbrook, Ohio and Greene County, Ohio having jurisdiction over the respective utilities being installed.

1.44 Property. "Property" means that certain land in Sugarcreek Township, Greene County, Ohio, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Article X herein, those portions shall then be deemed part of the Property.

1.45 Record Plat. "Record Plat" means record plat of "Sugar Ridge Section One" located in Section 9, Town 2, Range 6 in Sugarcreek Township, Greene County, Ohio, which record plat having been duly recorded on January 4, 2008 in the records of Greene County, Ohio as File Number 251 and beginning in Volume 36, Page 369. Plat Cabinet 36, Pages 369A-372B, and any subsequent phases of Sugar Ridge.

1.46 Recreational Facilities. "Recreational Facilities" shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, Community Center, walking trails, trellises, park areas, arbors, benches, picnic areas, pedestrian bridge and ponds and any portions of the Common Areas on which recreation activity is permitted.

1.47 Restrictions. "Restrictions" means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, Rules and Regulations issued in accordance with this Declaration.

1.48 Rules and Regulations. "Rules and Regulations" means those certain rules and regulations which govern the Association as adopted by the Board of Trustees from time to time.

1.49 Retention and Detention Areas. "Retention and Detention Areas" shall mean and refer to any area designated on any Record Plat as such, which shall be used or designated to retain or temporarily detain surface drainage, which Declarant, its successors and assigns have been required to construct or make use of in connection with surface drainage by any official agency of Greene County, Ohio in connection with the development of the Property and the Additional Property.

1.50 Special Assessment. "Special Assessment" means the charge established by Section 4.5 of this Declaration.

1.51 Structure. "Structure" means:

- (a) any thing or object (other than trees, shrubbery, landscaping and hedges which are less than two feet high) the placement of which upon any part of

the Property may affect the appearance of the Property, including, without limitation, swing sets, temporary holiday decorations (except holiday lights, as restricted under Section 7.2(v) below) porch, shed, barn, storage facility, basketball hoops, trampolines, covered or uncovered patio, fence, curbing, paving, wall, signboard, skateboard ramps, or any other temporary or permanent improvement or play apparatus; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.52 Subdivision. "Subdivision" means all phases or sections of the Record Plat for Sugar Ridge, a subdivision in Sugarcreek Township, Greene County, Ohio, and consisting of all the property from time to time made subject to the provisions of this Declaration.

1.53 Supplemental Declaration. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.54 Tenant. "Tenant" means any person occupying any Lot pursuant to a written lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.55 Working Capital Assessment. "Working Capital Assessment" as defined in Section 4.6 of this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

ARTICLE III ASSOCIATION

3.1 Formation of the Association. The Declarant has caused to be chartered in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named Sugar Ridge Homeowners' Association, Inc., an Ohio non-profit corporation. The purpose of the Association is to provide for the administrative, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

3.2 Board of Trustees. Until the Control Period Special Meeting (as hereinafter defined), the initial Board shall consist of three (3) persons appointed by the Class B Members who shall serve until their respective successors are elected and qualified. Trustees appointed by the Class B Members need not be Members of the Association. However, a Trustee elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Trustee an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Control Period, the President of the Association shall call a special membership meeting ("Control Period Special Meeting"). At the Control Period Special Meeting, all Declarant appointed Trustees shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a new Board consisting of five (5) Trustees, all of which must meet the requirements provided for in the preceding paragraph. The terms of said elected Trustees shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than three (3) nor less than two (2) Trustees shall expire. Additionally, after the Control Period Special Meeting, all Trustees, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Members may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Members' right to appoint one or more Trustees at such Annual Meeting pursuant to this Section.

3.3 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

3.4 Members' Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

3.5 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

3.6 Architectural Review Board. The Architectural Review Board shall initially consist of Declarant. Following the Control Period and/or the relinquishing of the powers held by the Class B Members to the Class A Members, the Architectural Review Board shall consist of at least three (3) and not more than five (5) Class A Members. The Board shall appoint the members of the Architectural Review Board. The terms for Architectural Review Board Members shall be for at least one (1) year and the Board shall stagger the terms of the

Architectural Review Board Members by setting terms of one (1) to two (2) years to ensure continuity and consistency of the Architectural Review Board. The Architectural Review Board may choose to outsource the actual review of plans and specifications to a third party architect, but the responsibility for compliance with the Design and Use Standards shall remain with the Architectural Review Board.

ARTICLE IV ASSESSMENTS

4.1 Purpose of the Assessments. The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for such other purposes as hereinafter set forth.

4.2 Base Assessment. There are hereby established for the benefit of the Association, its successors and assigns, and all Owners of the Property, as a charge on each Lot or Dwelling Unit, a general Base Assessment ("Base Assessment"), which shall be used in covering all of the cost of the Association's operation, insurance, maintenance, repair and replacement obligations including, without limitation thereto (collectively, the "Common Expenses"):

- (a) landscaping, trees, shrubs and other flora, parks, ponds, lakes, fountains, waterfalls, signage, pedestrian bridge, structures, and improvements, including any pedestrian pathways/trails situated upon the Common Areas;
- (b) mowing, edging and fertilization of all grass on the Common Areas;
- (c) the cost of spring time mulching of landscape beds on the Common Areas;
- (d) the Recreational Facilities, Common Open Spaces, Private Utility Easements, Private Drainage Easement, Emergency Access Easement and Conservation Easement areas;
- (e) reasonable reserves for contingencies, replacements and working capital;
- (f) garbage pickup for the Recreational Facilities;
- (g) all premiums for hazard, liability and other insurance with respect to the Property; and
- (h) management fees, organizational costs, legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration.

The Base Assessment shall be estimated initially in accordance with Section 4.7 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Areas, or the actual

occupancy of any Lot or Dwelling Unit of the Property. Each Owner, by acceptance of a deed, covenants and agrees to pay such Base Assessment. Declarant shall pay the Base Assessment, minus its pro rata share of any reserves that are included in the Base Assessment, for recorded, unoccupied Lots in which it holds the interest required for Class A Membership. Declarant represents and warrants to all Owners that on or before the expiration of the Development Period, Declarant shall convey to the Association, by limited warranty deed, title to the Recreational Facilities and Common Open Spaces, free and clear of all liens, rights to take liens, and encumbrances whatsoever, except (a) the Declaration, the Code of Regulations and the Rules and Regulations of the Association; (b) all easements, covenants and restrictions of record; and (c) real estate taxes and assessments not yet due and payable.

4.3 Additional Service Assessment. Each year Owners may elect to have additional services performed relative to the maintenance of their Lots ("Additional Services"). Additional Services may include:

- Mowing & Trimming
- Lawn treatment (fertilizer and weed control)
- Mulching
- Landscape maintenance (including trimming and pruning of bushes and trees)
- Snow pushing – Driveway
- Snow pushing – Walkways
- Ice melt – Driveway
- Ice melt – Walkways
- Irrigation System Seasonal Maintenance (Summerization & Winterization)

It shall be the sole discretion of the Association to determine the specifications (frequency and services performed) for each service, but all Additional Services shall be designed to minimally provide sufficient service to comply with the Maintenance Standards.

In the event an individual Owner wishes to obtain Additional Services, they shall provide the Association with notice of its desire to purchase Additional Services and the specific services (strictly limited to the list of services contained herein or others specifically permitted/offered by the Association) in which they are interested **by July 31st of each year** on a form presented by the Association or by letter addressed to the Association if no such form is implemented and otherwise used by the Association ("Additional Services Notice"). The only exception to this notice deadline is for new Owners who may provide notice at any time during their initial year of ownership.

The Association will include the Additional Services for which it received Additional Services Notice in its annual bidding process for landscape maintenance services. Upon receiving its bids for the Common Expenses and all of the Additional Services, the costs for the Additional Services contained in the respective Additional Service Notice(s) will be communicated to the appropriate Owners ("Proposed Additional Service Cost") whereupon they can choose whether to acquire said Additional Services for the upcoming year. Owners shall provide the Association

with confirmation of its intent to purchase said Additional Services ("Additional Service Confirmation") within ten (10) days of receiving the Proposed Additional Service Cost from the Association in the form and method prescribed by the Association. Upon submitting an Additional Service Confirmation, the purchase of Additional Services shall be final, irrevocable, incapable of being amended and shall bind the Owner and their successors or assigns for the entire year for which the Additional Services were procured on behalf of the Owner.

Should an Owner purchase Additional Services, the costs for these Additional Services will become an assessment and the Association will include the costs for the Additional Services in the billing for the respective Owners' other Assessments.

Note that to the extent the actual costs for an Additional Service exceed or are less than those charged and paid by the Owner, the Association will reconcile these charges and make an adjustment to the Owner's Assessment for the following year. This is particularly applicable to snow removal charges where fixed price contracts may not be offered by the Association's vendors.

4.4 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):

4.4.1 any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, Tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

4.4.2 any costs associated with the enforcement of this Declaration, Maintenance Standards, Design & Use Standards or the Rules and Regulations, if any, of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

4.5 Special Assessments. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy special assessments for the following reasons ("Special Assessments"):

4.5.1 The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with this Section 4.5.

4.5.2 To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital improvements which are a part of the Common Areas in any fiscal year.

So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Twenty Percent (120%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Declarant or Builder to a third party purchaser, the purchaser shall be required to pay Three Hundred Fifty and 00/100 Dollars (\$350.00) as such purchaser's initial capital contribution to the working capital of the Association ("Working Capital Assessment"). This Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.7 Computation and Payment of Base Assessment. The Base Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. The Base Assessment shall be effective as to each Lot or Dwelling Unit on the first day of conveyance of a Lot or Dwelling Unit from Declarant or Builder to a third party purchaser. Therefore, at the time of closing, each purchaser of a Lot or Dwelling Unit shall be required to pay a prorata share of the Base Assessment for the balance of the then month in which he/she closes. So long as there has been no Default in payment of the Base Assessment, it shall be payable in monthly installments due in advance on the first (1st) day of each month or, if the Board so elects, as an annual installment due in advance on January 1st of each year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate.

4.8 Lien for Assessments. The Association shall have a lien for any Assessment levied against a Lot or Dwelling Unit, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

4.8.1 Creation. The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot or Dwelling Unit which shall run with the land. All Persons acquiring an interest in a Lot or Dwelling Unit after the recording of this Declaration shall take such interest subject to the lien.

4.8.2 Effective Dates. The lien for the Common Expense Liability for each Lot or Dwelling Unit as set forth in the Base Assessment shall be effective on the first day of the recording of the Declaration. The lien for other Assessments shall be effective on the first day notice is sent of its levy on the Owners affected.

4.8.3 Perfection. Recording of this Declaration constitutes notice and perfection of the lien.

4.8.4 Notice of Lien. The Association may file a notice of lien with the Recorder of Greene County, Ohio. Such notice shall not be required for the Association to enforce its lien.

4.8.5 Priority of the Lien. The lien created by this Section shall be superior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage filed of record. Mortgagees shall have no obligation to collect Assessments.

4.8.6 Subordination and Mortgagee Protection. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

4.8.7 Extinguishment of the Lien. A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot or Dwelling Unit subject to a lien files a petition for relief under the United State Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

4.8.8 Estoppel Certificate. Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

4.9 Allocation of Assessments. The Common Expense Liability of each Lot or Dwelling Unit shall be a portion of the Common Expense. The Common Expense Liability and

the Base Assessment chargeable to each Owner of a Lot or Dwelling Unit shall be the proportion of one to the total number of Lots and Dwelling Units (if more than one Dwelling Unit is situated on a Lot) then subject to this Declaration and each Owner shall be charged with the payment of that portion of the total Base Assessment.

4.10 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; or (c) apply the Common Surplus to the reserve. or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any operating deficit from a prior year as provided for in Section 0 below.

4.11 Payment. Unless otherwise established by the Board in compliance with this Section 4.11, the Base Assessment and Additional Service Assessment, if any, shall be paid in advance in monthly installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate, including, but not limited to, adopting annual, bi-annual or quarterly payment structures. Additionally, any other Assessments, including any Special Assessment or Individual Assessment, shall become due upon the date designated in the notice, but not more than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Dwelling Unit from either Declarant or Builder to a third party purchaser, each third party purchaser of a Lot shall be required to pay the Working Capital Assessment as provided in Section 4.6 above.**

4.12 Delinquency and Acceleration. Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Lot or Dwelling Unit, to be immediately due and payable without further demand. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law, this Declaration or the Code of Regulations. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has been accelerated.

4.13 Remedies Cumulative. A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce

the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

4.14 Personal Obligation. The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot or Dwelling Unit at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them or title is taken subject to a lien for said Assessments.

4.15 Statement of Unpaid Assessments. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot or Dwelling Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

4.16 No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot or Dwelling Unit against which the Assessments are made.

4.17 Books and Records of the Association.

4.17.1 Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Cincinnati or Dayton, Ohio, as the Board shall prescribe.

4.17.2 Rules for Inspection.

- (a) notice to be given to the custodian of the records by the Members desiring to make the inspection;
- (b) hours and days of the week when such inspection may be made;
and
- (c) payment of the cost of reproducing copies requested by a Member.

4.17.3 Inspection by Trustees. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

4.18 Operating Deficit. If during the Development Period, the Association incurs an operating deficit, Declarant or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant and/or an Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant and/or the Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit B attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant and/or the Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

ARTICLE V
DECLARANT'S REQUIRED APPROVAL OF
PLANS AND SPECIFICATIONS OF DWELLING UNITS

Declarant contemplates that Exclusive Builder shall construct Dwelling Units on some of the Lots making up the Property. As of the date hereof, Declarant has approved a number of plans prepared by or on behalf of the Exclusive Builder for the Dwelling Units to be constructed on the Lots. These plans shall not require the approval of the Architectural Review Board.

Other than for Dwelling Units built by Declarant, any Dwelling Unit and/or Structure must obtain the formal and final approval of the Architectural Review Board in writing prior to commencing any construction activity on a Lot. All Dwelling Units, Structures and improvements shall comply with the "Design and Use Standards", including, but not limited to, the plan approval requirements established therein as established by the Board. In addition to the rights of the Association to enforce the plan approval requirements, the Declarant shall have all legal and equitable remedies available under this Declaration and particularly Section 11.2 of this Declaration to enforce the "plan approval" requirements against the Owner(s) thereunder and successors in title to the Owner(s) thereunder with regard to each Lot.

ARTICLE VI
ARCHITECTURAL REVIEW RELATING TO STRUCTURES
AND LANDSCAPING

6.1 Alteration of Dwelling Unit and Structures. Except with respect to the initial installation of landscaping, construction of Dwelling Units and accessory Structures by Exclusive Builder and the Common Areas by Declarant, no Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefore shall have been submitted to and approved in writing by the Architectural Review Board. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, as defined in the Design and Use Standards. The applicant must also provide evidence of conformity with building codes. The Architectural Review Board

shall either (a) approve the plans and specifications; (b) disapprove them; or (c) approve them with conditions or qualifications.

6.2 Approval of Plans and Specifications. The Architectural Review Board shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they (a) comply with the requirements of Section 6.1 above, and (b) conform to the Design and Use Standards adopted by the Board (as set forth in Section 6.14 below). Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Architectural Review Board shall be returned to the applicant. Approval by the Architectural Review Board of plans and specifications with respect to any Lot shall not impair the Architectural Review Board's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Article) or to amend the Design and Use Standards.

No approvals of plans and specifications and no publication standards shall be construed as representing or implying that such plans and specifications or standards will, if followed, result in properly designed improvements. Such approvals in standards shall in no event be construed as representing a guarantee that any structure or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant nor the Association nor the Architectural Review Board or the Architectural Review Board Members shall be responsible or liable for any defects in the plans or specifications submitted, revised or approved, pursuant to the terms of this Article, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications

6.3 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Architectural Review Board with respect to any Lot do not comply with (a) the Design and Use Standards (and/or will not further the purposes outlined in Section 6.14 hereof); and (b) the requirements of Section 6.1 as to the information required to be included in the plans and specifications, the Architectural Review Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Architectural Review Board may deem necessary to achieve compliance.

6.4 Failure of the Board to Act. If the Architectural Review Board shall fail to act upon any plans and specifications submitted to it within the later of thirty (30) days after submission or the next regularly scheduled ARB meeting then Builder shall notify the Architectural Review Board and the Association in writing of the Architectural Review Board's failure to act and that it intends to move ahead with the construction of the improvements as proposed in its application properly submitted to the ARB for review. Then should the Architectural Review Board fail to act upon the plans and specifications within ten (10) business days following the receipt of Builder's written notice, such plans and specifications shall be

deemed to have been approved as submitted, and no further action by the Architectural Review Board shall be required.

6.5 Proceeding with Work. Upon approval of the Architectural Review Board, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Architectural Review Board extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Architectural Review Board finds that there has been no change in the circumstances under which the original approval was granted.

6.6 Failure to Complete Work. Completion of the work on any Structure must occur within nine (9) months of commencing work on the Structure unless the Architectural Review Board determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the nine (9) month period, the Architectural Review Board shall proceed in accordance with the provisions of Section 6.7.2 below.

6.7 Determination of Compliance. Any Structure which has been constructed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

6.7.1 Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Architectural Review Board. If the Owner fails to give the notice of completion of work performed for which approval was required, the Architectural Review Board may proceed upon its own motion.

6.7.2 Within sixty (60) days the Architectural Review Board may inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Architectural Review Board finds that the work was not performed in substantial compliance with the approval granted or if the Architectural Review Board finds that the approval required was not obtained, the Architectural Review Board shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

6.8 Failure to Remedy the Noncompliance. If the Architectural Review Board has determined that a Owner has not constructed a Structure consistent with the specifications of the approval granted or has constructed a Structure without the required approval and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of noncompliance, then after the expiration of thirty (30) days from the date of such notification,

the Architectural Review Board shall provide a hearing to consider the Owner's continuing noncompliance. At the hearing, if the Architectural Review Board finds that there is no valid reason for the continuing non-compliance, the Architectural Review Board shall determine the estimated cost of correcting it. The Architectural Review Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Architectural Review Board's determination. If the Owner does not comply with the Architectural Review Board's ruling within such period or within any extension of such period as the Architectural Review Board, in its discretion, may grant, the Architectural Review Board may either remove the non-complying Structure or remedy the non-compliance. The costs of such action shall be assessed against the Owner as an Individual Assessment.

6.9 Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

6.10 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Architectural Review Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Architectural Review Board shall record an estoppel certificate, executed by any two (2) Trustees certifying that as of the date thereof, either: (a) the work completed complies with this Declaration, or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such Persons deriving any interest through any of them.

6.11 Liability. If the Declarant or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Declarant nor Board nor any Trustee nor Architectural Review Board nor members of the Architectural Review Board shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

6.12 Right of Entry. The Board and Architectural Review Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board, Architectural Review Board or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

6.13 Fees. The Architectural Review Board may charge reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Association.

6.14 Design and Use Standards.

6.14.1 In order to assure the continued maintenance and development of the Property as a residential community of high aesthetic quality, the Board may adopt and may, from time to time, amend the Design and Use Standards for the improvement, maintenance, and alteration of and construction of all Structures on the Property in furtherance of the following purposes: the compliance with all zoning and similar governmental regulations; the promotion of the health, safety and welfare of all Owners and Tenants; the preservation, beautification and maintenance of the Property and all Structures thereon, as a development of high quality; the preservation and promotion of environmental quality; and the assurance of adequate water, sewage and drainage facilities and other utilities and services.

The Design and Use Standards shall not apply to the initial construction of Dwelling Units by Declarant and/or Exclusive Builder and construction of Common Areas by the Declarant. Further, where specific requirements are provided in Article VII herein, the Design and Use Standards may not contradict or otherwise pose different requirements than those provided in Article VII.

6.14.2 The Design and Use Standards may establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design and Use Standards may include, but shall not be limited to, provisions as to the following subject matters, as permitted by law and zoning requirements: the placement of Structures on Lots, including front, side and rear yard requirements; the specification of materials, design, architectural style, color schemes, screening structures and other details affecting the exterior appearance of Structures; the reservation of utility, visual and other easements; the installation, location and maintenance of utility lines and facilities, including water, gas, electricity, sanitary and storm sewage, telephone, cable television and other communication systems; the planting and preservation of gardens, trees and other landscaping; the size and location of driveways; the size, construction materials, color and design schemes, and location of fences, walls, walks and outdoor furniture; the character, location and direction of exterior lighting; any activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, or which may be or become a nuisance or annoyance to the community; and any activity which impairs the purposes outlined in Section 6.14.1.

6.14.3 Declarant shall have the right to amend the Design and Use Standards at any time. The Design and Use Standards shall not be construed as permitting any action prohibited by any applicable zoning or other statute, ordinance, resolution, regulation or

order of the State of Ohio or any political subdivision or governmental instrumentality of the State of Ohio or any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument. The Association may amend the Design and Use Standards by an affirmative vote of at least sixty seven percent (67%) of the Members. Any amendments to the Design and Use Standards may not be given retroactive effect relative to any plans and specifications previously approved by the Architectural Review Board or Declarant.

6.14.4 Declarant has adopted initial Design and Use Standards and the Association shall provide a copy of said Design and Use Standards to a Lot Owner upon requests thereof.

6.15 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Article VI, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and do not need to be approved by the Architectural Review Board, unless Declarant has ceded its authority hereunder to the Architectural Review Board, which Declarant may do at any time in its sole and absolute discretion.

6.16 Obligation to Construct Sidewalk. The requirements of this Section shall apply to all Owners (other than Declarant) whose Lots are encumbered with a sidewalk or other pedestrian access easement, whether the easement is shown on the Record Plat or hereafter established by the Association pursuant to this Declaration, and who do not construct Dwelling Units on their Lots within one (1) year after the date the Owner acquires his, her or their Lot. All such Owners shall construct a sidewalk on their Lots in conformance with the requirements of this Declaration, the Design Guidelines and other applicable requirements of the Association and all zoning ordinances and other applicable legal requirements. Construction shall be completed within three (3) months after the one (1) year period referenced above, provided that the Board may permit the Owner additional time as reasonably needed in connection with adverse weather conditions. If construction of the sidewalk is not complete within this three (3) month period or an extended period as determined by the Board, then the Association shall have the right to enter the Owner's Lot and construct the sidewalk, and the Association's costs shall be assessed against the Owner and the Lot as an Individual Assessment. By acceptance of conveyance of a Lot, all Owners subject to this Section 6.16 understand and agree that the sidewalk may need to be removed at the time the Dwelling Unit is constructed and the Owner shall be required to promptly rebuild sidewalk after construction is complete, and all such Owners agree to remove and reconstruct the sidewalk at the Owner's expense.

ARTICLE VII COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

7.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental

quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners, for the benefit of all Lot Owners and all Lots on the Property.

7.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Areas and Recreational Facilities shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. Only one single family Dwelling Unit with a private garage for no fewer than two cars attached to the Dwelling Unit shall be permitted to be constructed and to remain on each Lot, which, by example and not by limitation, shall specifically mean that no freestanding storage enclosures, shed or outbuilding of any kind is permitted on any Lot. Dwelling Units shall not exceed two stories in height, excluding the basement. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for her/his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or Occupant; and provided further that such activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and Exclusive Builder may use Lots and Dwelling Units for construction trailers, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units.

(b) Other Structures. No structures of a temporary character, trailer, or other temporary outbuilding shall be maintained, used or erected on any Lot after the Dwelling Unit on the Lot has been completed. No Structures may be placed on any Lot without the Architectural Review Board's or Declarant's prior written approval, as provided in ARTICLE VI above.

(c) Driveways. All driveways shall be surfaced with the same material initially installed or chosen by Exclusive Builder or as provided in the Design and Use Standards.

(d) Parking. No parking spaces nor other part of the Common Areas nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any motorcycle, scooter, trailer, truck, boat, or anything other than operative automobiles. Any of such vehicles may, however, be stored or parked in an enclosed garage. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, campcar, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit the

use and occupancy thereof for human habitation, for storage, or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars, pick-up trucks which do not exceed ½ tons (provided said trucks do not have any type of commercial logo on the exterior), and mini-vans which are used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages or if expressly permitted by the Board. Garage doors shall be kept closed at all times. It is provided, however, that vehicles being used for the purpose of construction, delivery or repair work upon any Lot or Dwelling Unit may be permitted to park on any Lot and street on the Property of which it is working during working hours, but shall not be permitted to be parked overnight. Notwithstanding anything herein to the contrary, during the Development Period, Declarant, Exclusive Builder and/or Builder may be permitted to park any type of vehicle on the Property, twenty-four (24) hours a day, for development/construction purposes.

(e) Nuisances. No offensive odors or unsightly nuisances are permitted on any Lot which may be construed to be detrimental to the neighborhood. No vehicular maintenance or repair of any type shall be performed on the public streets or on private driveways. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Areas.

(f) Oil and Mining Operations. No oil drilling, quarrying, or mining operations shall be permitted on any Lot.

(g) Garbage Removal. All trash, garbage or other rubbish shall be kept at all times in each Owner's garage, except on the days which the trash, garbage or other rubbish is collected by the local waste removal authorities or as otherwise directed and instructed by the Association. The Association may choose a waste removal company that all Lot Owners shall use in an effort to avoid disruption and traffic in the Community. Any trash containers placed outside by the Dwelling Unit Owners to be collected by the local waste removal authorities shall only remain outside for a period not to exceed twenty-four (24) hours and may not be placed at the curb any earlier than 6:00 p.m. the day before the trash is scheduled to be removed.

During the construction of a Dwelling Unit, Builder is not expected to comply with this paragraph, but shall at all times keep the Lot in a clean and orderly

fashion. Builder may use a dumpster strictly during the construction of a Dwelling Unit so long it is capable of being placed on the Lot.

(h) Trash and Building Materials. Except in connection with construction of the initial Dwelling Unit, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any kind shall be permitted on any Lot.

(i) Open Fires. Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

(j) Mailboxes. Declarant reserves the right to establish a standard design for mailboxes for use by all Lot Owners, which shall be a part of the Design and Use Standards. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant may however, waive this right, assign this right to the Architectural Review Board or establish the use of cluster mailboxes.

(k) Antennas. No apparatus, free standing antennas or satellite dishes shall be constructed or used on any Lot; provided, however, that a satellite dish not exceeding eighteen inches (18") in diameter may be placed on a roof top of a Dwelling Unit if not visible from the street in front of the Dwelling Unit. All television and radio antennae, including CB radio antennae, must be enclosed within the Dwelling Unit located on the Lot. All telephone, electric and other wires of all kinds must be underground.

(l) Signs. Except as otherwise provided herein, in the Design and Use Standards and in the Rules and Regulations, no sign shall be permitted on any Lot or building on the Property without the prior consent of the Board. Notwithstanding the foregoing to the contrary, an Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his/her Lot; provided, however it is of a typical size within the industry and complies with the Design and Use Standards. An Owner must obtain the prior written consent of the Architectural Review Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry, or desires to maintain other displays or advertising, unless otherwise provided for under the Rules and Regulations or Design and Use Standards, if any. This sign restriction shall not apply to signs used by Declarant, Exclusive Builder or their assigns, while Declarant is selling Lots in the subdivision, or to traffic, street names, Common Areas or subdivision identification signs.

(m) Animals. The maintenance, keeping, boarding or raising of animals, livestock, fowl, rabbits, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Areas, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats, fish or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Dogs and cats and other domestic pets must be kept within the confines of the Owner's Dwelling Unit or Lot, except when being held on a hand leash by a person attending the animal. Any Owner or Tenant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave an Owner's Dwelling Unit or Lot shall be licensed and inoculated as required by law.

(n) Obstruction of Common Areas; Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of a Lot or any part of the Property. Each Lot, including all Common Areas located thereto, shall be kept free and clear of rubbish, debris and other unsightly materials. No Person shall obstruct any of the Common Areas or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board.

(o) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the prior written approval of the Board and the covenants and restrictions in the Declaration and the Code or Regulations and Rules and Regulations, if any. However, neither a Lot Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than one (1) year. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than one (1) year, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the Rules and Regulations, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. A copy of each such lease shall be given to the Association immediately after it is executed.

(p) Swimming Pools. No swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot.

(q) Air Conditioning Wall Units. No through the wall air conditioning units of any kind shall be permitted in a Dwelling Unit.

(r) Fencing. No fences of any type shall be erected or built on any part of any Lot in the Subdivision, except electronic or invisible fences which may be installed, at the sole risk of an Owner, in any area of a Lot and privacy fences which may only be constructed around the perimeter of a patio/deck provided it is approved by the Board in accordance with Article VI above. Declarant, Exclusive Builder, Builder, the Association and/or Board shall not be held liable for any damage to any Owners electronic or invisible fence and/or privacy fences caused by the lawn service or other third party in the maintenance and upkeep of the Subdivision. Notwithstanding the foregoing, entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Exclusive Builder and/or the Association are exempt from the requirements imposed by this Section 7.2(r).

(s) Structures. Except as otherwise provided for herein, no Structures shall be permitted on any Lot unless approved by the Architectural Review Board or Declarant.

(t) Landscaping. No Unit Owner shall install and/or replace any landscaping (except for the installation of annual flowers in the existing beds of each Lot) on his/her Lot without first obtaining the prior written consent of the Architectural Review Board or Declarant. Declarant, Exclusive Builder, the Association, Architectural Review Board and/or Board shall not be held liable for any damage or destruction caused to any landscaping or flowers installed by an Owner. During the Development Period, the Declarant shall have the sole right to approve the installation and/or replacement of any landscaping on a Lot.

(u) Garage and Yard Sales. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

(v) Holiday Lights. Unless otherwise provided for under the Rules and Regulations, holiday-type lights may be erected no sooner than the day after Thanksgiving and removed no later than 15th of January of each year.

(w) Obligation to Keep Structure in Good Condition. Each Lot Owner or Occupant shall keep all Structures located on his/her Lot in good condition and repair.

(x) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Exclusive Builder or Builder for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Architectural Review Board after the Development Period in accordance with Article VI above. The purpose of this Restriction is to insure that the surface drainage plan originally established for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

(y) Obstruction of Easement Areas. No structures, plants, or other materials other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Lot Owner except for the improvements for which a public authority or utility company is responsible.

(z) Discrimination. No Owner (including the Declarant, Exclusive Builder or Builder), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed, familial status, or national origin in the sale, lease or rental of any Dwelling Unit nor in the use of the Common Areas.

7.3 Variances. In order to avoid unnecessary hardship and/or overcome overly burdensome practical difficulties in the compliance with Section 7.2 hereof, the Board shall have the authority to grant reasonable variances from the provisions of Section 7.2 above. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, or its designee, may grant reasonable variances from the provisions of Section 7.2 above. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or Occupant. No variance granted pursuant to the authority of this Section 7.3 shall constitute a waiver or any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

7.4 Common Area Lakes and Water Facilities. The use of lakes and other water facilities, if any, (collectively, hereinafter "Common Area Lakes") located on the Common Areas is governed by the following Restrictions (hereinafter "Common Area Lake Restrictions"):

(a) Use. Use and enjoyment of the Common Areas Lakes is limited to Owners and Occupants and to their Tenants, guests and invitees and is subject to

any Rules and Regulations which may be established by the Association in addition to provisions of this Section.

(b) Swimming/Diving. No swimming, snorkeling or scuba diving is permitted within the Common Area Lakes.

(c) Ice-skating. No ice-skating is permitted within the Common Area Lakes.

(d) Pollution. No obnoxious, or offensive substance polluting the Common Area Lakes shall be discharged or be permitted to be discharged therein.

(e) Trash/Debris. No trash, debris or unsightly substances shall be placed or permitted to be placed in the Common Area Lakes.

(f) Commercial Use. No commercial use of any kind shall be made of the Common Area Lakes. Only the Owners and Occupants shall be permitted to fish in the Common Area Lakes – commercial fishing is prohibited.

(g) Boats/Vehicles. No one shall be permitted to use on or in the Common Area Lakes boats of any nature, including but not limited to motorized boats and/or sea does, rowboats, canoes, paddleboats and other self-propelled similar boats, sailboats, rafts and homemade contraptions. Boats are strictly prohibited in the Common Area Lakes.

(h) Boat Docks/Structures. No boat docks or other structures shall be constructed or placed into or on the Common Area Lakes by Lot Owners. This shall not prohibit Declarant or the Association from constructing recreational structures or other structures into or on the Common Area Lakes for the benefit of the Property.

(i) Shoreline. The shoreline of the Common Area Lakes shall be maintained in a neat, clean and attractive appearance by the Owner of the Lot upon which the shoreline is located. Additionally, without the prior written consent of the Association, no one shall alter the shoreline in anyway which shall cause or contribute to the erosion of the Common Area Lakes' perimeter or affect the size or water level of the Common Area Lakes, or alter the grade of the adjacent land so as to affect drainage into or out of the Common Area Lakes.

(j) Development/Maintenance. The Restrictions of this Section shall not prevent or restrict Declarant or Builder from constructing and developing improvements or buildings on, within or adjacent to the Common Area Lakes during the Development Period.

ARTICLE VIII
MAINTENANCE STANDARDS

8.1 Adoption and Amendment. Declarant during the Development Period, and after the Development Period, the Board shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Common Areas, Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. Each Owner during his or her period of ownership, and each Tenant during his or her lease term, shall comply with all Maintenance Standards, as supplemented or amended. The Maintenance Standards shall provide, among other things, that:

(a) except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Areas and all Structures (including Recreational Facilities) thereon;

(b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Areas owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) except as otherwise provided herein, the Owners shall be responsible for the mowing, cutting of all grass and lawns located on their respective Lots, in addition to mulching all landscaping beds located on their respective Lots;

(d) except as otherwise hereinafter provided, each Owner shall be responsible for the maintenance and replacement of any landscaping, shrubs and/or trees located on his/her Lot;

(e) each Owner shall be responsible for the snow pushing on their Lot, including all driveways, sidewalks and service walks to the front door of their respective Dwelling Units when snow is in excess of 2" or, if more restrictive, as required by law;

(f) each Owner shall maintain, repair and replace at his/her expense all portions of the Common Areas which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or

negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner;

(g) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property; and

(h) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder.

8.2 Periodic Inspection. Periodically as needed, the Association may inspect the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report.

8.3 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association.

8.4 Right of Entry. Declarant and the Association, through their authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Areas or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

8.5 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee

hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or Rules and Regulations, if any.

ARTICLE IX
COMMON AREAS AND EASEMENTS

9.1 Description of Common Areas. The Common Areas in the Subdivision shall include, but not be limited to: the Recreational Facilities; Common Open Spaces; Conservation Easements and landscaping constructed for the common use and enjoyment of the Owners; Landscape Easements; Private Utility Easements, Private Drainage Easements; Emergency Access Easement, Retention and Detention Areas; and any other easements for open space, landscaping areas and mounding, water retention/detention basins, pedestrian bridges, Common Area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Areas"). Declarant and/or Exclusive Builder may also create other Common Areas not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

9.2 Rights of Enjoyment in Common Areas. Except as herein otherwise provided, each Owner shall have a right and non-exclusive easement for use and enjoyment of the Common Areas, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Areas, if any, which right shall terminate when such Person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval by sixty-seven percent (67%) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and the Class B Members voting in person or by proxy at such meeting, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Areas and in aid thereof to mortgage the Common Areas.

(b) The right of the Board to adopt and enforce and from time to time amend reasonable limitations upon use and Rules and Regulations pertaining to the use of the Common Areas, including regulations limiting guests of Owners and Tenants who may use the Common Areas at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use such of the Common Areas that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Areas for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the

Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(e) All applicable provisions of valid agreements of the Association relating to the Common Areas.

(f) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Areas.

(g) All other easements, restrictions and rights to which the Property is subject.

(h) The right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

9.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Areas.

9.4 Conveyance or Lease of Common Areas. Upon authorization by the Board and upon the approval by sixty-seven percent (67%) of the votes cast by the Class A Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present, and during the Development Period the Class B Members voting in person or by proxy at such meeting, the Association may at any time convey or lease all or a part of the Common Areas to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Areas by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Areas and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

9.5 Maintenance and Management of Common Areas. The Board shall provide for the management of all Common Areas, and shall keep all Common Areas in such maintenance, repair and appearance as shall comply with the Maintenance Standards. In addition, the Board shall provide for the maintenance and upkeep of all yards, lawns, trees, grass and landscape areas, shrubs and fences which are part of the Common Areas. The Board shall also be responsible for the maintenance of all other Common Areas as provided for herein. The Board may fulfill this responsibility by contracting with any professional management company (including, without limitation, Declarant or an affiliate or associate of Declarant) (hereinafter "Manager") for the management, maintenance and repair of the Common Areas upon such terms

and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume the management, on behalf of the Association, of the Common Areas for an agreed upon management fee. Notwithstanding the foregoing, any such contract with Declarant or an affiliate or associate of Declarant shall not exceed one (1) year in duration.

9.6 Use of Common Areas by Declarant. Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Areas as the Class A Members during the Development Period, and shall have the right to use the Common Areas for promotional, sales and similar purposes until all of the Lots have been sold.

9.7 Restrictions on Common Open Spaces. The Common Open Spaces, as depicted on the Record Plat for the Subdivision, are part of the Common Areas of the Association. After the initial construction of all improvements on the Property by Declarant, including the Common Open Spaces, the following restrictions shall be applicable to the Common Open Spaces:

(a) Except as otherwise provided herein, no buildings or other structures may be constructed within the Common Open Spaces.

(b) No live trees may be removed from the Common Open Spaces. Areas of cut and fill are prohibited unless required for storm pipes/storm water management facility construction and utility construction. Said construction shall be kept in the smallest amount of area possible.

(c) Dumping of dead vegetation, grass cuttings, trees, branches, roots, or any household animal or construction waste products are specifically prohibited.

(d) Storm water detention and retention areas are permitted within the Common Open Spaces.

(e) Sanitary sewer, storm sewer and other utilities are permitted within the Common Open Spaces. Said construction shall be kept to the smallest amount of area possible.

(f) The Recreational Facilities are permitted within the Common Open Spaces.

(g) The restrictions contained in this Section 9.7 do not apply to the limited cutting and non-substantial clearing by Declarant, the Association or respective utility companies necessary for the maintenance, repair and replacement of utility or drainage facilities as depicted on the Record Plat, the cutting and removal of weeds and noxious plants, the trimming of dead, dying

and/or decaying branches and limbs, and the planting of native trees and natural flora.

(h) The restrictions contained in this Section 9.7 may be amended by a vote of the Members of the Association as provided for under Section 16.2.

9.8 General Easements.

(a) The Association may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(b) Every Lot and the Common Areas shall be burdened with easements for natural drainage of storm water runoff from other portions of the

Property; provided no Person shall alter the natural drainage on any Lot so as materially to increase the drainage of storm water onto adjacent portions of the property without the consent of the Owner(s) of the affected property(ies).

(c) Declarant hereby reserves easements and the right to grant easements on, over and across Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. Water detention basins may be aesthetically maintained but shall not be used as recreational ponds or lakes.

(d) A non-exclusive easement is hereby reserved and/or granted in favor of Declarant and/or the Association in, on, over and through any and all easements set forth on the Record Plat, including, but not limited to, the Landscape Easements and Private Utility Easements. Any area designated on the Record Plat within the Landscape Easements and Private Utility Easement shall be maintained by the Association as a Common Expense.

(e) Declarant reserves the right for a period of five (5) years after the sale of a Lot by the Declarant to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the Property, provided that the Lot shall be restored to a like condition as to pavement, grass or sod which shall have been removed.

(f) A non-exclusive and irrevocable easement hereby created, for the benefit of the Association or its designees, on, over and across all Lots in the Subdivision for the sole purpose of enforcing the Maintenance Standards, which activity may include, but not necessarily be limited to, mowing, edging and cutting all grass, mulching of landscaping beds and replacement of landscaping on each Lot.

(g) A non-exclusive easement is hereby reserved and/or granted in favor of the Declarant and/or the Association in, on, over and through the Common Areas, Dwelling Units and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Areas, including all improvements thereon.

(h) A non-exclusive easement is hereby reserved and/or granted in favor of Declarant and/or the Association in, on, over and through any and all easements set forth on the Record Plat, including, but not limited to, utility and landscaping easements. In addition, any area designated on the Record Plat within the Landscape Easements shall be maintained by the Association as a Common Expense and any Owner of a Lot which is encumbered by a Landscape Easement is restricted from planting any landscaping of his/her own within these areas.

(i) Appurtenant to each Dwelling Unit and/or Lot is an easement over any Common Areas for necessary pedestrian and vehicular ingress and egress to and from any such Dwelling Unit over the Common Areas, to and from a thoroughfare. Specifically, the easements for pedestrian ingress and egress shall be over the areas designated on the Record Plats as "Utility, Pedestrian & Maintenance" areas and "Pedestrian, Maintenance & Storm Sewer Easement." In addition, such easements for pedestrian and vehicular ingress and egress as referenced above shall be over such other walkways, driveways, or other ways as are designated by the Declarant and/or the Association.

(j) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the

successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners of the Property. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

9.9 Reservation of Construction Easement by Declarant. The Declarant reserves the right to temporarily go upon the Subdivision and Common Areas located thereon in order to develop other neighboring land. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt. After the construction is finished, Declarant must, at Declarant's cost, repair any damage done to the Subdivision including to any landscaping. All debris, equipment, materials and dirt must also be removed from the Subdivision, as soon as reasonably possible, by the Declarant after the Declarant has completed construction on the neighboring land.

9.10 Conservation Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Declarant, the Association or its designees, on, over and across certain areas depicted on the Record Plat as "Conservation Easement" for the continual and perpetual conservation of streams and waterways located in the Conservation Easement areas ("Conservation Easement Areas"). The purpose of the Conservation Easement is for the mitigation monitoring of all streams and waterways located in the Conservation Easement Areas. No improvements of any kind may be built by any Owner and to prevent any use of the Conservation Easement Areas that will impair or interfere with the preservation of the Conservation Easement Areas in their condition following completion of mitigation construction condition.

9.11 Emergency Access Easement. A non-exclusive easement is hereby created, for the benefit of the Declarant, the Association or its designees and the Lot Owners, on, over and across that area shown on the Record Plat as "Emergency Access Easement" for emergency access purposes ("Emergency Access Easement"). The Association shall be responsible for the maintenance and upkeep of the improvements located in the Emergency Access Easement area, which is a Common Expense of the Association.

ARTICLE X COVENANT FOR STAGED DEVELOPMENT

10.1 Staged Development. Declarant hereby reserves the right at any time within the Development Period to remove any portion of the Property from the scope of the Declaration or to submit, make subject to or annex the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Notwithstanding anything herein to the contrary, during the Development Period, provided Declarant is seeking

HUD/VA approval, it must obtain the prior approval of HUD/VA before annexing any of the Additional Property to this Declaration.

10.2 Supplemental Declaration for Staged Development. Any annexations made pursuant to this Article X, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Greene County, Ohio, which supplementary Declaration shall extend this Declaration to such annexed property. The supplementary Declaration may contain additional covenants, conditions, restrictions, easements and liens as Declarant shall deem appropriate for the purpose of completing the development of the Property. Owners of Lots subject to such supplemental Declaration shall be Owners as defined by this Declaration.

ARTICLE XI ENFORCEMENT

11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any or all of its rights hereunder. The Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Article IV hereof.

11.2 Remedies. Nothing contained in this Article XI shall be deemed to affect or limit the rights of Declarant, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary

shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Article XI, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

11.4 No Waiver. The failure of Declarant, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.5 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable Rules and Regulations regarding the administration, interpretation and enforcement of the Restrictions. Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

ARTICLE XII REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its improvements.

12.2 Allocation. Prior to the time the Auditor of Greene County, Ohio establishes separate tax parcels for each Lot, Declarant shall allocate the real estate taxes and assessments upon the Property among and against the Lots and against the remainder of the Property in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots as well as the remainder of the Property. The allocation by Declarant made in accordance with the terms hereof shall be binding upon all Owners.

12.3 Common Areas. Taxes and assessments, general and special, charged against the Common Areas shall be deemed a Common Expense. Assessments, charged against the Property shall be paid by the Owners as set forth in Article IV hereof.

ARTICLE XIII
INSURANCE AND CASUALTY LOSSES

13.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Areas against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and if reasonably available, trustees' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance on the Common Areas, public liability and trustees' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Areas, public liability, and trustees' and officers' shall be included in the Base Assessment, as defined in Section 4.2 above.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Areas shall be for the benefit of the Owners and their mortgagees as their interests may appear;

(b) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) The insurance carried by the Association shall be primary to any insurance purchased by individual Owners, occupants, Tenants or their mortgages; and

(d) The Board shall be required to make every reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its members, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Lot Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any trustee, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual Owner's policies from consideration.

13.2 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damages or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interest may appear, if any Lot is involved, shall be remained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 13.3(b) of this Article, that the damage or destruction of the Common Areas for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 13.2(a) hereof.

13.3 Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in the paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition.

13.4 Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XIV CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of an under threat of condemnation of the Board, acting on its behalf or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the Member of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above damage or destruction which is to be repaired shall apply. If the taking does not involve any or if there

are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XV
LIABILITY OF DECLARANT OR EXCLUSIVE BUILDER

Neither Declarant, Exclusive Builder nor their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Code of Regulations, whether or not such claims shall be asserted by an Owner(s), Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof, which is in need of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), except as provided by any written warranty provided to an Owner or the Association.

ARTICLE XVI
DURATION, AMENDMENT AND TERMINATION

16.1 Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this Declaration is recorded in the Recorder's Office of Greene County, Ohio. Thereafter the Restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Article XVI.

16.2 Amendment or Termination. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument executed by Declarant and approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the Persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any

part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and Declarant, if during the Development Period, and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any changes necessary or desirable to meet the requirements of any institutional lender, Federal National Mortgage Association, or other agency which may insure loans on a Lot; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Areas. Each Owner and his/her mortgagees, by acceptance of a deed to a Lot or Dwelling Unit or a mortgage encumbering such Lot or Dwelling Unit, shall be deemed to have consented to and approved the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence and irrevocably designates the Declarant as his/her proxy and Attorney-in-Fact to make any of the above-described amendments without coming back to the Owner or mortgagee of a Lot or Dwelling Unit for his/her consent at the time of such amendment. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XVII SOUND DISCLOSURE

Declarant hereby discloses to each Lot Owner that during the Development Period the Property, and any adjacent property owned by Declarant, will be subject to ongoing construction, resulting in construction noise occurring throughout the day. As such, each Owner or Occupant, upon closing on the purchase of his/her Lot or occupancy of a Dwelling Unit, hereby accepts the Dwelling Unit and Lot in such condition with respect to any construction sounds during the Development Period, and releases Developer, Exclusive Builder and Builders from any and all claims arising from or relating to noise resulting from said construction within the Subdivision and adjoining property owned by Declarant during the Development Period.

ARTICLE XVIII
MISCELLANEOUS

18.1 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

18.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

18.3 Non-Liability of Declarant. The Declarant, or its representatives, successors or assigns shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, or the Code of Regulations, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any Person claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located however caused.

18.4 Right to Cure, Mediation and Arbitration of Alleged Defects. The Association and/or any Owner of a Lot must provide Declarant, Exclusive Builder and/or Builder with notice and reasonable opportunity to cure any claim by the Association or Unit Owner arising out of or in any way relating to alleged defects by Declarant in developing the Subdivision or in the workmanship and/or materials used by the Exclusive Builder or Builder in the construction of a Dwelling Unit. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, regardless of the legal theory under which it is brought or the remedies sought shall be settled by mediation pursuant to the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association. If within thirty (30) days after service by the Association and/or Owner upon Declarant, Exclusive Builder and/or Builder of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration administered by the American Arbitration Association pursuant to its Construction Industry Arbitration and Mediation Rules, except to the extent that specific arbitration provisions are set forth herein. The claims shall be adjudged by using the Industry Standards Manual published by the Home Builders Association of Cincinnati, Ohio in effect as of the date of this Declaration as the relevant and applicable building standards. Judgment on the arbitration award rendered by the arbitrators may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

The following specific arbitration provisions shall apply: (a) the arbitration will be administered by the Cincinnati, Ohio office of the American Arbitration Association; (b) the arbitration panel shall consist of three arbitrators, with each of the three arbitrators being selected by the American Arbitration Association using its standard listing process; provided, however, such arbitrators shall be familiar with residential construction and development in the Greater

Cincinnati area; (c) each party shall be entitled to take a maximum of two depositions lasting no more than a total of eight hours; (d) the arbitration award shall be in writing, shall be signed by a majority of the arbitrators, and shall include a detailed statement regarding the reasons for the award; (e) the arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees including the arbitrator's fees, administrative fees, travel expenses, witness fees, and attorneys' fees; and (f) except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties

18.5 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all Persons benefited or bound by the provisions of this Declaration.

18.6 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

18.7 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

18.8 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

18.9 Conflict. In the event of a conflict between the Restrictions or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more restrictive restriction, covenant, condition, easement or other obligation shall control.

18.10 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by: (i) Declarant, (ii) the Association, and (iii) each Owner and all claiming under each Owner.

18.11 Right of Entry. The Association, Declarant, Exclusive Builder and/or Builder shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

18.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each

Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

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IN WITNESS WHEREOF, following the approval of this Declaration by Owners of more than 67% of all Lots, Declarant, by and through its authorized signatories, and the Owner Parties have executed this First Amended & Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Sugar Ridge, as of the day and year first above written.

LIFESTYLE COMMUNITIES BY MILLER-VALENTINE
AT SUGAR RIDGE LLC

an Ohio limited liability company

By: Lifestyle Communities by Miller-Valentine LLC
an Ohio limited liability company

Its: Sole Member

By: _____

Print Name: Michael B. Green

Authorized Signer

By: _____

Print Name: David R. Liette

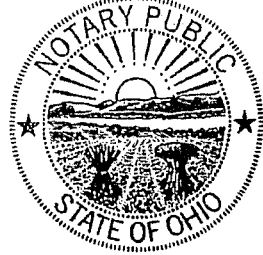
Authorized Signer

DBR
CSY
BDJ

STATE OF OHIO)
) SS:
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 13th day of May, 2013, by Michael B. Green and David R. Liette, as Authorized Signers of Lifestyle Communities by Miller-Valentine LLC, an Ohio limited liability company, as sole Member of LIFESTYLE COMMUNITIES BY MILLER-VALENTINE AT SUGAR RIDGE LLC, an Ohio limited liability company on behalf of the limited liability company.

Victoria M. Hudson
Notary Public



VICTORIA M. HUDSON, Notary Public
In and for the State of Ohio
My Commission Expires 9-1-2013

EXHIBIT A

Legal Description of Property

Declarant Owned Lots:

Lots 2, 4-19, 23, 25, 27, 31, 35-36 and 42 of the record plat of "Sugar Ridge Section One" located in Section 9, Town 2, Range 6 in Sugarcreek Township, Greene County, Ohio, which record plat having been duly recorded on January 4, 2008 in the records of Greene County, Ohio as File Number 251 and beginning in Volume 36, Page 369. Plat Cabinet 36, Pages 369A-372B.

<u>Parcel Nos:</u>	<u>Parcel Nos:</u>
L32-1-2-86	L32-1-2-100
L32-1-2-88	L32-1-2-101
L32-1-2-89	L32-1-2-102
L32-1-2-90	L32-1-2-103
L32-1-2-91	L32-1-2-107
L32-1-2-92	L32-1-2-109
L32-1-2-93	L32-1-2-111
L32-1-2-94	L32-1-2-115
L32-1-2-95	L32-1-2-119
L32-1-2-96	L32-1-2-120
L32-1-2-97	L32-1-2-126
L32-1-2-98	
L32-1-2-99	

"Sold" Lots:

Lots 1, 3, 20, 21, 22, 24, 26, 28, 29, 30, 32, 33, 34 and 37-41 of the record plat of "Sugar Ridge Section One" located in Section 9, Town 2, Range 6 in Sugarcreek Township, Greene County, Ohio, which record plat having been duly recorded on January 4, 2008 in the records of Greene County, Ohio as File Number 251 and beginning in Volume 36, Page 369. Plat Cabinet 36, Pages 369A-372B.

<u>Parcel Nos:</u>	<u>Parcel Nos:</u>
L32-1-2-85	L32-1-2-114
L32-1-2-87	L32-1-2-116
L32-1-2-104	L32-1-2-117
L32-1-2-105	L32-1-2-118
L32-1-2-106	L32-1-2-121
L32-1-2-108	L32-1-2-122
L32-1-2-110	L32-1-2-123
L32-1-2-112	L32-1-2-124
L32-1-2-113	L32-1-2-125

“Common Space” Lots:

Common Space Lots A, B and C of the record plat of “Sugar Ridge Section One” located in Section 9, Town 2, Range 6 in Sugarcreek Township, Greene County, Ohio, which record plat having been duly recorded on January 4, 2008 in the records of Greene County, Ohio as File Number 251 and beginning in Volume 36, Page 369. Plat Cabinet 36, Pages 369A-372B.

Parcel Nos:

L32-1-2-127

L32-1-2-128

L32-1-2-129

EXHIBIT A-1

Owner Parties Lots:

Lots 1, 3, 20, 28, 29, 30, 32, 33, 34 and 37-41 of the record plat of "Sugar Ridge Section One" located in Section 9, Town 2, Range 6 in Sugarcreek Township, Greene County, Ohio, which record plat having been duly recorded on January 4, 2008 in the records of Greene County, Ohio as File Number 251 and beginning in Volume 36, Page 369. Plat Cabinet 36, Pages 369A-372B.

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EXHIBIT B

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 0 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Sugar Ridge shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this Note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Declarant or the Affiliated Entity, as applicable (both referred to as the "Lender") shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by Lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(a) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(b) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

The Association (referred to in this Exhibit as the "Borrower") shall waive presentment, demand, protest, and notice of demand, protest, non-payment and dishonor. Borrower shall also waive all defenses based on suretyship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law